

Steven R. Weinmann (SBN 190956)  
Steven.Weinmann@capstonelawyers.com  
Tarek H. Zohdy (SBN 247775)  
Tarek.Zohdy@capstonelawyers.com  
Cody R. Padgett (SBN 275553)  
Cody.Padgett@capstonelawyers.com  
Trisha K. Monesi (SBN 303512)  
Trisha.Monesi@capstonelawyers.com  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

Joshua H. Haffner, SBN 188652  
(jhh@haffnerlawyers.com)  
Graham Lambert, SBN 303056  
(gl@haffnerlawyers.com)  
**HAFFNER LAW PC**  
445 South Figueroa Street, Suite 2625  
Los Angeles, California 90071  
Telephone: (213) 514-5681  
Facsimile: (213) 514-5682

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

COREY GERRITSEN, SARA  
ELICE, JUSTIN BAGLEY and  
ELIZABETH BAGLEY, and  
MARCUS SWINDLE individuals;  
on behalf of themselves and all  
others similarly situated;

Plaintiffs,

v.

FCA US, LLC,

Defendant.

Case No.: 2:19-cv-08268-AB-KS

**SECOND AMENDED CLASS ACTION  
COMPLAINT FOR:**

- (1) Violations of California's Consumers Legal Remedies Act
- (2) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (3) Violations of Unfair Competition Law
- (4) Breach of Express Warranty
- (5) Breach of Implied Warranty under the Magnuson-Moss Warranty Act
- (6) Unjust Enrichment

**DEMAND FOR JURY TRIAL**



1 operation (“Uconnect Defect”). The UConnect Defect results in the need for  
2 frequent software updates and expensive replacements of screens and related  
3 components. FCA knew about the deficiencies of the UConnect well before  
4 Plaintiffs’ purchased their Class Vehicles.

5 5. FCA’s predecessor, Chrysler Group, first introduced the UConnect in  
6 2002 as an aftermarket Bluetooth system that could be factory-installed.

7 6. In 2004, Chrysler Group first equipped its UConnect system in  
8 Chrysler vehicles. Chrysler Group touted it as an innovative new technology to be  
9 introduced in the 2005 Chrysler 300.

10 7. In 2008, Chrysler, LLC, another predecessor of FCA and successor  
11 entity to Chrysler Group bundled what it called its “innovative consumer  
12 technologies under one umbrella – ‘uconnect.’” The system included the phone  
13 connection, uconnect tunes, uconnect gps, uconnect studios and uconnect web.

14 8. In 2011, FCA released UConnect Touch, including a touchscreen  
15 touted as being easier to use.<sup>1</sup>

16 9. FCA released the fourth generation of the UConnect in the 2015  
17 Chrysler 300, dubbed the “UConnect 8.4A” and premium “UConnect 8.4AN”  
18 systems with 8.4-inch touchscreen interfaces.

19 10. On information and belief, in all forms of the UConnect 8.4 uses the  
20 same operating software and routing modules.

21 11. With the 2017 Chrysler Pacifica, FCA expanded the UConnect system  
22 to include what FCA called “UConnect Theater” which was a rear seat  
23 entertainment system using the UConnect technology providing two 10-inch  
24 touchscreens located on the back of the front seat headrests, in addition to the 8.4-  
25 inch UConnect 8.4 and 8.4N systems utilized by the driver.<sup>2</sup>

26  
27 <sup>1</sup> “Customers Drive Development of Uconnect Touch,” Mayes, Eric, June 21, 2011;  
<https://media.fcanorthamerica.com/newsrelease.do?id=11011&mid=102>

28 <sup>2</sup> “All-new 2017 Chrysler Pacifica Offers Latest, Innovative Uconnect Systems and  
Services,” Kiino, Ronald and Kristin Starnes, January 11, 2016;  
<https://media.fcanorthamerica.com/newsrelease.do?id=17220&mid=102>

1           12. Despite FCA (and its predecessors) consistently touting each iteration  
2 of the Uconnect as a technological marvel, that provides ease, safety and piece-of-  
3 mind for purchasers, the systems have been plagued by problems from the  
4 beginning. In fact, prior to the fourth generation units in the Class Vehicles, FCA  
5 issued at least two (2) Technical Service Bulletins (“TSBs”), which are  
6 manufacturer communications to dealers purporting to provide repair instructions  
7 for known defects, for the first generation of UConnect, seven (7) for the second  
8 generation, and fourteen (14) for the third generation. Though FCA and its  
9 predecessors touted each iteration of the Uconnect as an upgrade to the prior  
10 generation, the UConnect was actually getting worse, culminating in its worst  
11 iteration of all, the fourth generation, which is in the Class Vehicles.

12           13. The fourth generation has been subject to at least seventeen (17) TSBs,  
13 manufacturer communications, or recalls since its release, all of which are described  
14 in detail below. Several of these communications specifically contemplate safety-  
15 related failures like loss of backup camera, which in 2018 the National Highway  
16 Traffic Safety Administration (“NHTSA”) mandated in all passenger vehicles.

17           14. The UConnect Defect is inherent in each Class Vehicle and was  
18 present in each vehicle at the time of sale.

19           15. FCA undertook affirmative measures to conceal the UConnect Defect  
20 and other malfunctions through, among other things, TSBs, manufacturer  
21 communications, recalls and/or software updates, that FCA issues to its authorized  
22 repair facilities and dealers. These communications confirmed FCA’s knowledge  
23 of the UConnect Defect, but FCA disregarded its importance.

24           16. FCA was aware of the UConnect Defect from the first three  
25 generations of the technology, pre-production testing, design failure mode analysis,  
26 calls to its customer service hotline, and customer complaints made to dealers.  
27 However, this knowledge and information was exclusively in the possession of FCA  
28 and its network of dealers and, therefore, unavailable to consumers.

1           17.     The Uconnect Defect is material to consumers because it poses a  
2 serious safety concern. As attested by Class Members in scores of complaints to the  
3 National Highway Traffic Safety Administration (“NHTSA”), and other online  
4 forums, the UConnect Defect can result in a loss of backup camera, loss of  
5 navigation, black screens, and inadvertent reboots among other failure modes. The  
6 failure of the backup camera and navigation system puts lives at risk. A faulty  
7 backup-camera leaves drivers unable to see small children, or small or wheelchair-  
8 using adults behind their vehicles. A malfunctioning navigation system requires  
9 drivers to rely on their phones for navigation, which increases distraction and the  
10 risk of an accident and may violate handsfree laws.

11           18.     The UConnect Defect is also material because consumers incur  
12 significant and unexpected repair costs. FCA’s failure to disclose, at the time of  
13 purchase, the UConnect’s marked tendency to fail is material because no reasonable  
14 consumer expects to spend hundreds, if not thousands, of dollars to repair or replace  
15 the Uconnect Defects in their vehicles.

16           19.     Had FCA disclosed the UConnect Defect, Plaintiffs and Class  
17 Members would not have purchased the Class Vehicles or would have paid less for  
18 them because a vehicle with a known defect is worth less than a comparable vehicle  
19 without that defect.

## 20                                   **THE PARTIES**

### 21           **Plaintiffs COREY GERRITSEN and SARA ELICE**

22           20.     Plaintiffs Gerritsen and Elice are California citizens who reside in Los  
23 Angeles, California.

24           21.     On or around March 28, 2018, Plaintiffs Gerritsen and Elice purchased  
25 a new 2018 Chrysler Pacifica equipped with UConnect from Rydell Chrysler Dodge  
26 Jeep Ram, an authorized FCA dealer in San Fernando, California.

27           22.     Plaintiffs Gerritsen and Elice purchased their vehicle primarily for  
28 personal, family, or household use.

1           23. Passenger safety and vehicle reliability were important factors in  
2 Plaintiffs Gerritsen and Elice's decision to purchase their vehicle. Before making  
3 their purchase, Plaintiffs Gerritsen and Elice did an online search for the vehicle,  
4 including on "Google" and "Youtube" videos, watched television ads promoting the  
5 vehicle, visited Defendant's website to research information about the vehicle, and  
6 test drove their vehicle with a dealership salesperson. None of these sources  
7 disclosed any information about the UConnect Defect. Plaintiffs Gerritsen and Elice  
8 believed that the Pacifica would be a safe and reliable vehicle. Plaintiffs Gerritsen  
9 and Elice also reviewed the vehicle's Monroney Sticker, or "window sticker",  
10 which listed official information about the vehicle, but which also made no  
11 reference to the UConnect Defect. Had any of these sources disclosed information  
12 about the Uconnect Defect, Plaintiffs Gerritsen and Elice would have seen that  
13 information.

14           24. FCA's omissions were material to Plaintiffs Gerritsen and Elice. Had  
15 FCA disclosed its knowledge of the UConnect Defect before they purchased their  
16 vehicle, Plaintiffs Gerritsen and Elice would have seen and been aware of the  
17 disclosures. Furthermore, had he known of the UConnect Defect, Plaintiffs  
18 Gerritsen and Elice would not have purchased their vehicle, or would have paid less  
19 for it.

20           25. Plaintiffs Gerritsen and Elice have taken the vehicle back to the  
21 dealership multiple times seeking warranty repair of their defective Uconnect  
22 system, including on September 12, 2018, at 9,877 miles, when Plaintiffs Gerritsen  
23 and Elice delivered their vehicle to West Valley Chrysler Jeep in Canoga Park, CA,  
24 an authorized FCA repair facility. They complained of the "REAR TV SCREENS  
25 INOP[ERABLE]." In response the dealership did a "REBOOT REAR VRM  
26 MODULE. SCREEN STARTED UP. PERFORMED UPDATE VRM MODULE  
27 TO ENHANCED FOR REAR SEAT ENTERTAINMENT SYSTEM LOP 18-19-  
28 91-9E." Thereafter, the vehicle was returned to Plaintiffs Gerritsen and Elice.

1 However, the vehicle's UConnect Defect would continue to manifest.

2 26. On or about January 7, 2019, at 17, 278 miles, Plaintiffs Gerritsen and  
3 Elice returned to West Valley Chrysler Jeep complaining that "REAR VIEW  
4 CAMERA INTERMITTENTLY WORKS, UCONNECT WILL NOT CONNECT  
5 NOR THE TV MONITORS WILL TURN ON OR SYNC WITH UCONNECT."  
6 The technician found that "VRM MODULE NOT RESPONDING.... CHECKED  
7 AND FOUNND TSB 08-007018 APPLYTHIS VEHICLE UPDATE  
8 SOFTWARE." The technician then "PERFORMED TSB 08-007-18 CHECKED  
9 AND UPDATED VRM MODULE SOFTWARE.... LOP # 18-19-91-9E." The  
10 vehicle Thereafter, the vehicle was returned to Plaintiffs Gerritsen and Elice.  
11 However, the vehicle's UConnect Defect would continue to manifest.

12 27. On March 11, 2019, at 21,016 miles, Plaintiffs Gerritsen and Elice  
13 again returned to West Valley Chrysler Jeep complaining that "RADIO FREEZES  
14 BLUETOOTH MUSIC PAUSES THEATRE MODE VOLUME LOUD FROM  
15 REAR SPEAKER RADIO DOES NOT WORK AT TIMES FREEZES." The  
16 technician found that the cause was "CUSTOMER SECOND TIME FOR SOME  
17 (sp) CONCERN LAST VISIT PERFORMED TSB # 08-007018 REV.A AND  
18 CONCERN IS STILL PRESIDENT (sp) RADIO UNIT INTERNALLY  
19 FAULTY." The technician then ordered a replacement Radio Unit. Thereafter, the  
20 vehicle was returned to Plaintiffs Gerritsen and Elice. However, the vehicle's  
21 UConnect Defect would continue to manifest

22 28. Finally, on April 5, 2019, at 22,726 miles, Plaintiffs Gerritsen and  
23 Elice returned to West Valley Chrysler Jeep. They complained of "UCONNECT  
24 ISSUE. RADIO FREEZES, BLUETOOTH MUSIC PAUSES." Thereafter, the  
25 vehicle was returned to Plaintiffs Gerritsen and Elice. However, the vehicle's  
26 UConnect Defect would continue to manifest.

27 29. Accordingly, Plaintiffs' vehicle continues to exhibit the UConnect  
28 Defect and has never been repaired by Defendant.



1           30. At all times, Plaintiffs, like all Class Members, have driven their  
2 vehicle in a manner both foreseeable and in which it was intended to be used.

3 **Plaintiffs JUSTIN BAGLEY and ELIZABETH BAGLEY**

4           31. Plaintiffs Bagley are California citizens who reside in El Cerrito,  
5 California.

6           32. On or around November 26, 2017, Plaintiffs Bagley purchased a new  
7 2018 Chrysler Pacifica equipped with UConnect from Walnut Creek Chrysler Jeep  
8 Dodge Ram, an authorized FCA dealer in Walnut Creek, California.

9           33. Plaintiffs Bagley purchased their vehicle primarily for personal,  
10 family, or household use.

11           34. Passenger safety and vehicle reliability were important factors in  
12 Plaintiffs Bagley's decision to purchase their vehicle. Before making their purchase,  
13 Plaintiffs Bagley did general online search for the vehicle, watched television ads  
14 promoting the vehicle, saw the vehicle on television shows, visited Defendant's  
15 website to research information about the vehicle, and test drove their vehicle with  
16 a dealership salesperson. None of these sources disclosed any information about  
17 the UConnect Defect. Plaintiffs Bagley believed that the Pacifica would be a safe  
18 and reliable vehicle. Plaintiffs Bagley also reviewed the vehicle's Monroney  
19 Sticker, or "window sticker", which listed official information about the vehicle,  
20 but which also made no reference to the UConnect Defect. Had any of these sources  
21 disclosed information about the Uconnect Defect, Plaintiffs Bagley would have seen  
22 that information.

23           35. FCA's omissions were material to Plaintiffs Bagley. Had FCA  
24 disclosed its knowledge of the UConnect Defect before they purchased their  
25 vehicle, Plaintiffs Bagley would have seen and been aware of the disclosures.  
26 Furthermore, had he known of the UConnect Defect, Plaintiffs Bagley would not  
27 have purchased their vehicle, or would have paid less for it.

28           36. Plaintiffs Bagley have taken the vehicle back to the dealership multiple



1 times seeking warranty repair of their defective Uconnect system, including on  
2 September 7, 2018, at 7,920 miles, Plaintiffs Bagley visited Hilltop Chrysler Jeep  
3 Dodge Ram, and authorized FCA repair facility in Richmond, CA, to have  
4 maintenance performed and complaining that the navigation system dies  
5 intermittently, with the screen going black or bright blue, the system resetting, and  
6 the back-up camera going black. The dealership claimed to be unable to duplicate  
7 the concern and returned the vehicle to Plaintiffs Bagley unrepaired.

8 37. Thereafter, on December 13, 2018, at 10,712 miles, Plaintiffs Bagley  
9 returned to Hilltop Chrysler Jeep Dodge Ram to have another maintenance  
10 performed and complaining of the same issues. Again, the dealership returned their  
11 vehicle to them without any repair and claiming to be unable to duplicate the  
12 concern.

13 38. Then on May 14, 2019, at 14,218 miles, Plaintiffs would again return  
14 to Hilltop Chrysler Jeep Dodge Ram with the same complaint of the UConnect  
15 Defect. The dealership again claimed that the UConnect system was operating  
16 properly but updated dated radio software per TSB 08-050-18-REV.A. The vehicle  
17 was once again returned to Plaintiffs Bagley unrepaired.

18 39. Finally, in February of 2020, Plaintiffs Bagley would make another  
19 attempt to complain of the UConnect Defect during a maintenance visit. On this  
20 occasion, dealer personnel informed them that FCA is aware of the issue but that  
21 there is no fix available, and that the dealership would inform Plaintiffs Bagley  
22 once the dealership itself knows more.

23 40. Accordingly, Plaintiffs' vehicle continues to exhibit the UConnect  
24 Defect and has never been repaired by Defendant.

25 41. At all times, Plaintiffs, like all Class Members, have driven their  
26 vehicle in a manner both foreseeable and in which it was intended to be used.

27 **Plaintiff MARCUS SWINDLE**

28 42. Plaintiff Marcus Swindle is a citizen of California who resides in

1 Moreno Valley, California.

2 43. On or around June 2019, Plaintiff Swindle purchased a certified pre-  
3 owned 2017 Chrysler 300S, equipped with a UConnect, from Moss Bros Chrysler  
4 Dodge Jeep Ram (“Moss Bros”), an authorized FCA dealership in Moreno Valley,  
5 CA.

6 44. Plaintiff Swindle purchased his vehicle primarily for personal,  
7 family, or household use.

8 45. Passenger safety and vehicle reliability were important factors in  
9 Plaintiff Swindle’s decision to purchase his vehicle. Before making his purchase,  
10 Plaintiff Swindle did an online search for the vehicle, including on “Google”,  
11 researched the vehicle on Kelley Blue Book visited the dealership’s website to  
12 research information about the vehicle, and test drove his vehicle with a dealership  
13 salesperson. None of these sources disclosed any information about the UConnect  
14 Defect. Plaintiff Swindle believed that the Chrysler 300S would be a safe and  
15 reliable vehicle. Plaintiff Swindle also reviewed the vehicle’s Monroney Sticker,  
16 or “window sticker”, which listed official information about the vehicle, but which  
17 also made no reference to the UConnect Defect. Had any of these sources  
18 disclosed information about the UConnect Defect, Plaintiff Swindle would have  
19 seen that information.

20 46. FCA’s omissions were material to Plaintiff Swindle. Had FCA  
21 disclosed its knowledge of the UConnect Defect before Plaintiff Swindle  
22 purchased his vehicle, Plaintiff Swindle would have seen and been aware of the  
23 disclosures. Furthermore, had he known of the UConnect Defect, Plaintiff Swindle  
24 would not have purchased his vehicle, or would have paid less for it.

25 47. Within two weeks of purchasing his vehicle, Plaintiff Swindle  
26 observed his UConnect malfunctioning. In particular, the screen in UConnect  
27 device that displays, among other things, the backup camera would, without input  
28 from any passenger in the vehicle, turn black and reboot. This malfunction

1 occurred frequently. Often more than once during a single trip and as often as  
2 weekly.

3 48. In addition, Plaintiff Swindle's backup camera system regularly fails  
4 produce audible warnings to indicate proximity to other vehicles, people or  
5 objects, which causes Plaintiff to feel unsafe relying on the backup camera display  
6 while operating the vehicle in reverse.

7 49. On or around early August of 2019 Plaintiff Swindle was having his  
8 oil changed at a local shop. The personnel noted that the screen turned black and  
9 they were pressing buttons for 20 mins but were unable to turn it back on. When  
10 Plaintiff Swindle plugged his phone in, the screen rebooted.

11 50. Because the UConnect in his vehicle was malfunctioning, Plaintiff  
12 Swindle took the vehicle to Moss Bros on August 16, 2019, at 52,768 miles, to  
13 obtain repair under FCA's warranty. However, Plaintiff Swindle was informed by  
14 a representative of Moss Bros that they could not replicate Plaintiff Swindle's  
15 complaints, noted a lack of diagnostic trouble codes, and informed him that no  
16 update was available. The vehicle was returned to Plaintiff Swindle with no  
17 repairs.

18 51. Plaintiff Swindle also sought repair of his UConnect while taking his  
19 Chrysler 300S in for a regular maintenance checks on December 19, 2019 (at  
20 61,654 miles). The dealership again noted a lack of diagnostic trouble codes, and  
21 informed him that no update was available. The vehicle was returned to Plaintiff  
22 Swindle with no repairs.

23 52. Because Moss Bros refused to repair Plaintiff Swindle's UConnect  
24 unless they observed the malfunction, despite repeated complaints to the  
25 dealership, Plaintiff Swindle's UConnect system continues to malfunction without  
26 remedy.

27 53. Because Plaintiff Swindle's UConnect malfunctions intermittently, in  
28 an effort to satisfy the dealerships' requirement that they observe the Uconnect

1 malfunction prior to performing repairs, Plaintiff Swindle took a video of his  
2 UConnect malfunctioning.

3 54. On April 22, 2020, Plaintiff Swindle returned to Moss Bros to  
4 convince the dealership that the UConnect system in his vehicle required repair by  
5 showing a service technician the video Plaintiff Swindle took of his UConnect  
6 system malfunctioning.

7 55. After viewing the video, the Moss Bros service technician refused to  
8 repair Plaintiff Swindle's UConnect system. The service technician informed  
9 Plaintiff Swindle that the dealership would not repair his UConnect system, unless  
10 a representative of the dealership witnessed the malfunction happen while in the  
11 vehicle.

12 56. Plaintiff's vehicle continues to exhibit the UConnect Defect and has  
13 never been repaired by Defendant.

14 57. At all times, Plaintiff, like all Class Members, has driven his vehicle  
15 in a manner both foreseeable and in which it was intended to be used.

16 **Defendant**

17 58. Defendant FCA US is a limited liability company organized and in  
18 existence under the laws of the State of Delaware and registered to do business in  
19 the State of California. FCA US's principal place of business is in Michigan, as its  
20 Corporate Headquarters are located at 1000 Chrysler Drive, Auburn Hills, Michigan  
21 48326. FCA US designs, manufactures, markets, distributes, services, repairs, sells,  
22 and leases passenger vehicles, including the Class Vehicles, nationwide and in  
23 California. FCA US is the warrantor and distributor of the Class Vehicles in the  
24 United States.

25 59. At all relevant times, FCA US was and is engaged in the business of  
26 designing, manufacturing, constructing, assembling, marketing, distributing, and/or  
27 selling automobiles and motor vehicle components in Los Angeles County and  
28 throughout the United States of America.

**JURISDICTION**

60. This is a class action.

61. Members of the proposed Class are citizens of states different than Defendant.

62. On information and belief, there are 100 or more class members and the aggregate claims of individual Class Members exceed \$5,000,000.00 in value, exclusive of interest and costs.

63. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

**VENUE**

64. FCA, through its business of distributing, selling, and leasing the Class Vehicles, has established sufficient contacts in this district such that personal jurisdiction is appropriate. Defendant is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a).

65. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Plaintiffs reside in the County of Los Angeles, California. In addition, Plaintiffs' Declaration, as required under California Civil Code section 1780(d) but not pursuant to *Erie* and federal procedural rules, reflects that a substantial part of the events or omissions giving rise to the claims alleged herein occurred, or a substantial part of property that is the subject of this action, is situated in Los Angeles County, California. It is attached as Exhibit 1.

**FACTUAL ALLEGATIONS**

66. FCA's predecessor, Chrysler Group, first introduced the UConnect in 2002 as an aftermarket Bluetooth system that could be factory-installed. "We wanted a name that is easy to remember and truly represents our system" said Wolfgang Bernhard, Chrysler Group Chief Operating Office. "With U-Connect, the central focus is "U", the user. Our system provides exactly what Chrysler Group customers are looking for – affordable and flexible services that match their specific

lifestyles.”<sup>3</sup>

67. Thereafter, Chrysler Group first equipped its UConnect system in Chrysler vehicles in 2004. Chrysler Group touted the Uconnect system as an innovative new technology to be introduced in the 2005 Chrysler 300 that was “integrated into the vehicle’s electrical architecture.” The company explained that the Uconnect system promotes “a flexible, ‘take-it-anywhere’ sense of freedom, so customers are not tied to their vehicles.” “‘Uconnect is about safety, freedom, flexibility and affordability,’ said Jack Withrow, Director – Vehicle Entertainment and Communications, Chrysler Group.” UConnect was specifically marketed as by Chrysler Group as “adap[tive] to the users’ specific needs and lifestyles.”<sup>4</sup>

68. In 2008, Chrysler, LLC, another predecessor of FCA and successor entity to Chrysler Group, bundled “innovative consumer technologies under one umbrella – ‘uconnect.’ The function of the feature is directly in the name – uconnect phone, uconnect tunes, uconnect gps, uconnect studios and uconnect web.” “‘We set out to connect customers to the things that matter most to them’ said Deborah Meyer, Vice President and Chief Marketing Officer – Chrysler LLC. ‘The role for ‘uconnect’ in the 2009 model year places the focus on the customer experience and how the features will make their life easier.’”<sup>5</sup>

69. As technology advanced, so too did UConnect. In 2011, FCA released the next evolution of UConnect, called UConnect Touch. “Customer input – from technophobes as well ‘power techies’ – is crucial to the ongoing development of Uconnect systems in Ram Truck, Dodge, Chrysler and Jeep Vehicles. Prior to designing the Uconnect Touch system... engineers collected feedback from

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<sup>3</sup> “Chrysler Group Announces Name of In-Vehicle Communications System,” Crystal Mountain Group, January 9, 2002; <https://media.fcanorthamerica.com/newsrelease.do?id=806&mid=102>

<sup>4</sup> “Innovative Technologies Available on the 2005 Chrysler 300,” Bayus, Beth Ann, dated March 1, 2004; [https://media.fcanorthamerica.com/news release.do?id=80&mid=102](https://media.fcanorthamerica.com/news%20release.do?id=80&mid=102)

<sup>5</sup> “Chrysler LLC Launches Umbrella ‘uconnect’ Name for Connectivity Technologies,” June 26, 2008; [https://media.fcanorthamerica.com/news release.do?id=7955&mid=102](https://media.fcanorthamerica.com/news%20release.do?id=7955&mid=102).

1 customers saying they wanted systems that are easy to use, capable and don't distract  
2 from their primary task of driving."<sup>6</sup>

3 70. According to Mark Zenios, Head of UConnect Systems and Services,  
4 Chrysler Group, LLC, "Chrysler Group has listened to its customers to understand  
5 the types of technologies people want in their vehicles.... Uconnect offers  
6 communication and entertainment systems that are easy to learn, easy to use and  
7 enable the driver and passenger to stay connected and entertained in a safe and  
8 responsible manner while on the road."<sup>7</sup> He also said that "Chrysler Group has  
9 established three pillars as the foundation of Uconnect: speed, accuracy and ease-  
10 of-use.... The goal is to provide drivers with a variety of ways to quickly connect  
11 with and easily control the information they want and need, while keeping them  
12 focused on the primary task of driving."<sup>8</sup>

13 71. FCA released the fourth generation of the UConnect in the 2015  
14 Chrysler 300, dubbed the "UConnect 8.4A" and premium "UConnect 8.4AN"  
15 systems with 8.4-inch touchscreen interfaces. "The new 2015 Chrysler 300 is loaded  
16 with an array of state-of-the-art, innovative and easy-to-use features and services  
17 designed to keep consumers connected, engaged and informed, while keeping their  
18 hands on the wheel and eyes on the road." Alan Amici, Head of UConnect Systems  
19 and Services said that FCA's goal was to "provide drivers with a variety of ways to  
20 quickly connect with, and easily control, the information they want and need, while  
21 keeping them focused on the primary task of driving."<sup>9</sup>

22 \_\_\_\_\_  
23 <sup>6</sup> "Customers Drive Development of Uconnect Touch," Mayes, Eric, June 21, 2011;  
<https://media.fcanorthamerica.com/newsrelease.do?id=11011&mid=102>

24 <sup>7</sup> "Chrysler Group LLC Debuts New Uconnect Mobile Exhibit at 2012 International  
25 Consumer electronics Show," Mayne, Eric and Alyse Nagode, January 6, 2012;  
<https://media.fcanorthamerica.com/newsrelease.do?id=11868&mid=102>.

26 <sup>8</sup> "New Uconnect Access Has Power to Please, With Ease," Mayne, Erick, September 1,  
27 2012; <https://media.fcanorthamerica.com/newsrelease.do?id=12964&mid=102>.

28 <sup>9</sup> "New 2015 Chrysler 300 Offers Latest, Innovative Uconnect Systems and Services,"  
Deneau, Rick, November 19, 2014,



1           72. With the 2017 Chrysler Pacifica, FCA expanded the UConnect system  
2 to include what FCA called “UConnect Theater” which was a rear seat  
3 entertainment system using the UConnect technology providing two 10-inch  
4 touchscreens located on the back of the front seat headrests, in addition to the 8.4-  
5 inch UConnect 8.4 and 8.4N systems utilized by the driver.<sup>10</sup>

6           73. FCA is currently working on their next iteration of the UConnect,  
7 called “Uconnect 5” because as FCA’s UConnect website states the “UConnect  
8 system is always evolving to help meet your safety, security, information and  
9 lifestyle needs.”<sup>11</sup> However, on information and belief, the Class Vehicles are all  
10 equipped with the fourth-generation systems.<sup>12</sup>

11           74. Though marketed as a technological marvel, that provides ease, safety  
12 and piece-of-mind for purchasers, the Uconnect system was anything but. In fact,  
13 prior to the fourth generation units, and exclusively based on publicly available  
14 information, Defendant issued two (2)<sup>13</sup> Technical Service Bulletins (“TSBs”),  
15 manufacturer communications or recalls for the first generation of UConnect since  
16  
17  
18  
19  
20  
21  
22

<https://media.fcanorthamerica.com/newsrelease.do?id=16180&mid=102>

23           <sup>10</sup> “All-new 2017 Chrysler Pacifica Offers Latest, Innovative Uconnect Systems and  
24 Services,” Kiino, Ronald and Kristin Starnes, January 11, 2016;  
<https://media.fcanorthamerica.com/newsrelease.do?id=17220&mid=102>

25           <sup>11</sup> <https://www.chrysler.com/uconnect.html#systems> (last accessed May 29, 2020)

26           <sup>12</sup> “FCA All-new Uconnect 5 Global Platform Is the Most Advanced Uconnect System  
Ever: Powerful, Personalized, Connected and Easy to Use,” Cappa, Nick, January 20, 2020;  
<https://media.fcanorthamerica.com/newsrelease.do?id=21506&mid=102>

27           <sup>13</sup> NHTSA ID Number 10139704; Manufacture Communication Number 08-069-14  
28 dated August 21, 2014 (“UConnect Hands Free Module Fails To Respond Due To Module Lock  
Up”) which superseded Service Bulletin 08-014-06 dated March 16, 2006.

its release, seven (7)<sup>14</sup> for the second generation since its release, and fourteen (14)<sup>15</sup> for the third generation since its release. Though touted as upgrades to prior generations, it seems that the UConnect was actually getting worse, culminating in its worst iteration of all, the one in the putative Class Vehicles.

75. The fourth generation has been subject to at least seventeen (17)<sup>16</sup> TSBs manufacturer communications, or recalls since its release, all of which are described in detail below. Several of these specifically contemplate safety-related failures like loss of backup camera, which in 2018 the National Highway Traffic Safety Administration (“NHTSA”) mandated. In NHTSA’s own words:

“A rearview video system (RVS), also known as a backup camera, is a *safety* technology that helps prevent back-over crashes and protect our most

<sup>14</sup> NHTSA ID Number 10121846, Manufacturer Communication Number 9003220 dated November 30, 2016 (involving gloss of Bluetooth, Hand-Free Calling, and/or Voice Commands); NHTSA ID Number 10140254, Manufacturer Communication Number Z5091195A\$ dated May 4, 2016 (*same*); NHTSA ID Number 10058299; Manufacturer Communication Number SB-08-055-15REVA dated August 13, 2015, superseding Service Bulletin 08-055-15 dated May 16, 2015 (involving various failures including loss of radio reception, muted audio, loss of screen, loss of review camera, frozen screens, incorrect maps graphics, etc.); NHTSA ID Number 10062148; Manufacturer Communication Number 08-028-14REV.A dated September 12, 2014, superseding Service Bulletin 08-028-14 Dated March 07, 2014 and replacing Service Bulletin 08-050-13 dated July 11, 2013 (involving various failures including screen going blank, rear view camera going blank, frozen interface, incorrect map icons, navigation icons going backwards, etc.)

<sup>15</sup> NHTSA ID Number 10166584, Manufacturer Communication Number 08-080-19 dated August 16, 2019, superseding Service Bulletin 08-080-18, dated June 12, 2018 (Hands-free module failures and enhancements); NHTSA ID Number 10121797, Manufacturer Communication Number 08-055-17 REV.A dated September 15, 2017, superseding Service Bulletin 08-055-17 (*same*); NHTSA ID Number 10121670, Manufacturer Communication Number 68234120A\$ dated July 13, 2016, superseding number 68234120A dated April 20, 2016 (Hands free inoperative, radio inoperative, loss of screen, touchscreen display malfunctioning); NHTSA ID Number 10159965, Manufacturer Communication Number 08-114-15 REV A dated November 17, 2015, superseding Service Bulletin 08-114-15 dated November 17, 2015 (display going blank, skipped channels, back up display may not turn off); NHTSA ID Number 10074618, Manufacturer Communication Number 08-033-15REV.B dated November 13, 2015, superseding Service Bulletin 08-033-15 REV.A dated August 11, 2015 (Display goes blank, radio intermittent reset, navigation intermittent reset); NHTSA ID Number 10144865, Manufacturer Communication Number 08-032-15 dated March 31, 2015, superseding Service Bulletin 08-066-14 dated August 8, 2014 (*same*); NHTSA ID Number 10139696, Manufacturer Communication Number 08-030-14 REV.A dated August 15, 2014, superseding Service Bulletin 08-030-14 dated March 11, 2014 (Radio and Navigation display lock up and go blank, etc.)

<sup>16</sup> See ¶ 96 below.

1 vulnerable people – children and senior citizens. By providing an image of  
2 the area behind the vehicle, backup cameras help drivers see behind the  
3 vehicle.

4 NHTSA went so far as to refer to backup cameras as “lifesaving technology.”<sup>17</sup>

5 76. The illustrations below depict the UConnect 8.4 in the Class Vehicles  
6 UConnect Theater, which have been nothing but problematic.



<sup>17</sup> <https://www.nhtsa.gov/equipment/safety-technologies#backing-parking-30656>





77. Specifically, on information and belief, the Uconnect system is designed and or manufactured with screens, including their operating software, that suffer from freezing, loss of back up camera functionality, loss of navigations, black screens, repeated unintentional reboots, and general lack of operation. The UConnect Defect results in the need for frequent software updates and expensive

1 replacements of screens and related components.

## 2 **The UConnect Defect Poses a Serious Safety Concern**

3 78. The UConnect Defect is material to consumers because it presents a  
4 serious safety concern. Class Members have repeatedly reported disturbing failures  
5 to the National Highway Traffic Safety Administration ("NHTSA"). This  
6 frequently involves screens going black, loss of backup cameras, and loss of  
7 navigation. The following are complaints reflecting the safety risk posed:

8 Date of Complaint: January 16, 2018  
9 Date of Incident: January 9, 2018  
NHTSA ID No.: 11062977  
10 VIN: 2C4RC1EG9JR\*\*\*\*  
Vehicle Type: 2017 Chrysler Pacifica

11 WHEN BACKING UP IN A NEW POORLY LIGHTED PARKING  
12 DECK, THE SAFETY BRAKING SYSTEM AND BACK UP  
CAMERA WITH ASSOCIATED WARNING BEEPS DID NOT  
13 ENGAGE. THE RESULTING CRASH DAMAGED THE BUMPER,  
REAR LIFTGATE, REAR WINDOW, AND ME.\*BF \*TR

14 Date of Complaint: September 16, 2019  
15 Date of Incident: July 17, 2019  
NHTSA ID No.: 11255890  
16 VIN: 2C4RC1GG6JR\*\*\*\*  
17 Vehicle Type: 2018 Chrysler Pacifica

18 ... 3 TIMES ALREADY WHEN I PUT MY CAR IN REVERSE MY  
19 BACKUP CAMERA COMES ON BUT DONT GO OFF WHEN I  
PUT IT IN DRIVE. SO WHILE IM DRIVING DOWN THE ROAD  
20 MY BACKUP CAMERA IS ON AND IS VERY DISTRACTING  
AND DANGEROUS...

21 Date of Complaint: November 20, 2017  
22 Date of Incident: November 4, 2017  
NHTSA ID No.: 11047511  
23 VIN: 2C4RC1EG3HR\*\*\*\*  
Vehicle Type: 2017 Chrysler Pacifica

24 INFOTAINMENT SCREEN FREEZES AND/OR JUMPS AROUND  
25 AND WILL NOT LET THE USER CHANGE TEMPERATURE  
CONTROLS, ADJUST RADIO FUNCTIONS, ALLOW HANDS-  
26 FREE CALLS, OR ACCEPT ANY INPUTS AT ALL. THIS  
CREATES A DISTRACTING AND EXTREMELY FRUSTRATING  
27 EXPERIENCE WITH ABSOLUTELY NO WAY TO CONTROL  
THE SYSTEM.

28 THIS ISSUE HAS BEEN PRESENT SINCE PURCHASING THE  
VEHICLE IN MARCH2017. EVEN AFTER NOTIFYING FCA

1 ABOUT THE ISSUE THROUGH THE DEALER, UCONNECT  
2 WEB CUSTOMER SERVICE PORTAL, AND CHRYSLER CARES  
3 CONTACTS IT IS STILL UNRESOLVED. A SOFTWARE  
4 UPDATE RELEASES IN LATE SEPT 2017 FAILED TO CORRECT  
5 THE ISSUE.

6 Date of Complaint: May 24, 2018  
7 Date of Incident: December 10, 2017  
8 NHTSA ID No.: 11097723  
9 VIN: 2C4RC1N77JR\*\*\*\*  
10 Vehicle Type: 2018 Chrysler Pacifica

11 VEHICLE UCONNECT SCREEN LOCKS ONTO FORWARD  
12 IMAGE WHILE MOVING FORWARD DOWN THE ROAD OR  
13 GOES BLACK ELIMINATING THE ABILITY TO ACCESS ANY  
14 OF THE CLIMATE CONTROL OR SOS FEATURES.  
15 EXTREMELY DISTRACTING AND REQUIRES VEHICLE TO BE  
16 PULLED OVER AND RESTARTED TO CLEAR.

17 Date of Complaint: April 16, 2019  
18 Date of Incident: October 27, 2018  
19 NHTSA ID No.: 11196663  
20 VIN: 2C4RC1EG2JR\*\*\*\*  
21 Vehicle Type: 2018 Chrysler Pacifica

22 THE DRIVERS SCREEN (NAVIGATION , BACK UP CAMERA,  
23 DVD,ETC) FREEZES REGULARLY. THIS MEANS THAT OFTEN  
24 THE BACKUP CAMERA IS UNAVAILABLE, AT TIMES THE  
25 MOVIE SHOWS EVEN WHILE DRIVING. I HAVE REPORTED IT  
26 SEVERAL TIMES TO CHRYSLER'S UCONNECT TEAM WITH  
27 NO RESOLUTION. MY CASE MANAGER IS NO LONGER  
28 ANSWERING MY CALLS. I HAVE VIDEOS OF THE  
MALFUNCTION. THE DEALERSHIP HAS ASKED ME TO  
BRING THE CAR IN 5 TIMES ALREADY, WITH NO  
RESOLUTION, BUT THEIR "PLAN" IS TO JUST HAVE ME KEEP  
BRINGING IT IN BUT SAID THEY CANNOT REPLACE THE  
SCREEN /DEVICE. IT IS A SAFETY ISSUE THAT I CANNOT  
RELIABLY ACCESS MY REAR CAMERA OR CHANGE  
APPLICATIONS. I HAVE VIDEOS OF MULTIPLE INSTANCES

29 Date of Complaint: August 2, 2019  
30 Date of Incident: June 20, 2019  
31 NHTSA ID No.: 11241242  
32 VIN: 2C4RC1L79JR\*\*\*\*  
33 Vehicle Type: 2018 Chrysler Pacifica

34 WHILE DRIVING ON A HIGHWAY DURING POURING RAIN,  
35 WITH WIPERS ON HIGH AND HEAD LIGHTS ON, DASH AND  
36 TOUCH SCREEN WENT OFF/BLACK FOR UP TO 15 MINUTES  
37 THEN TURNED BACK ON AGAIN. THIS OCCURRED THREE  
38 TIMES WHILE DRIVING. I WAS UNABLE TO PULL OVER ON  
THE THRUWAY AND WAS UNABLE TO ASSESS IF MY HEAD  
LIGHTS WERE AFFECTED AS WELL. WE HAD BEEN DRIVING  
ABOUT AN HOUR WHEN THIS OCCURRED. THE CAR HAD

1 BEEN CHARGED FULLY BEFORE BEGINNING OUR TRAVELS  
2 THAT DAY.

3 Date of Complaint: September 5, 2019  
4 Date of Incident: September 5, 2019  
5 NHTSA ID No.: 11253449  
6 VIN: 2C4RC1GG0HR\*\*\*\*  
7 Vehicle Type: 2017 Chrysler Pacifica

8 BACK UP CAMERA HAS START TO MALFUNCTION. MORE  
9 TIMES THAN NOT WHEN YOU GO INTO REVERSE THE  
10 CAMERA EITHER COMES UP BLACK, BLACK WITH  
11 WARNING LINES, BLUE SCREEN, FUZZY PICTURES, GREAT  
12 PICTURES THEN YOU MOVE AND IT FREEZES. THIS IS  
13 BECOMING RIDICULOUS WITH A PRETTY MUCH BRAND  
14 NEW VEHICLE. NEEDS TO BE ADDRESSED AND FIXED  
15 PROPERLY.

16 Date of Complaint: July 22, 2019  
17 Date of Incident: July 1, 2019  
18 NHTSA ID No.: 11233935  
19 VIN: 2C4RC1EG5JR\*\*\*\*  
20 Vehicle Type: 2018 Chrysler Pacifica

21 THE ELECTRONICS THROUGH UCONNECT SHUT OFF  
22 RANDOMLY OR WILL NOT ALL WORK RANDOMLY. WE  
23 HAVE HAD THE SOFTWARE UPDATED BY OURSELVES AND  
24 THE DEALERSHIP ON MULTIPLE OCCASIONS. WHILE  
25 DRIVING OR IN PARK.

26 Date of Complaint: June 18, 2019  
27 Date of Incident: May 31, 2019  
28 NHTSA ID No.: 11182730  
VIN: 2C4RC1BG3HR\*\*\*\*  
Vehicle Type: 2017 Chrysler Pacifica

RADIO SCREEN WENT BLACK. NOTHING CONNECTED WITH  
SCREEN CAN BE USED (RADIO, BACKUP CAMERA, CLIMATE  
CONTROL, ETC.

Date of Complaint: February 27, 2019  
Date of Incident: February 19, 2019  
NHTSA ID No.: 11221047  
VIN: 2C4RC1EG3HR\*\*\*\*  
Vehicle Type: 2017 Chrysler Pacifica

THE UCONNECT SYSTEM HAS GONE OUT IN MY CAR ( SCREEN GOES BLACK) OVER A DOZEN TIMES IN 2 YEARS. WE ARE UNABLE TO USE FEATURES SUCH AS BACKUP CAM, TEMP CONTOLS, NAVIGATION, RADIO ETC. IT HAS BEEN TO THE DEALER 6 TIMES AND NO PERMANENT FIX HAS BEEN FOUND. LAST WEEK I RE-SET THE FUSE IN ORDER TO GET IT TO WORK

Date of Complaint: August 15, 2018  
Date of Incident: April 1, 2018



NHTSA ID No.: 11120139  
 VIN: N/A  
 Vehicle Type: 2017 Chrysler 300

BACK UP CAMERA NOT WORKING, HAS BEEN TO THE SHOP TWICE FOR REPAIR. 1ST TIME WAS SOFTWARE UPDATE, DIDN'T RESOLVE AS STILL WORKING RANDOMLY, 2ND TIME U05 RECALL , AGAIN DID'T WORK, WILL BE TAKING TO DEALERSHIP AGAIN FOR RESOLUTION. STARTED DAY AFTER PURCHASE, AND HAS BEEN GOING ON NOW 4 MONTHS

79. In addition to sudden failures, the UConnect Defect presents a further safety concern because it causes the driver to lose concentration on the road to address the loss of navigation, blacked screens, loss of radio functionality, among other failures, while driving.

#### **FCA Had Superior and Exclusive Knowledge of the UConnect Defect**

80. Since 2017, FCA has designed, manufactured, distributed, sold, and leased the Class Vehicles. However, the fourth generation of UConnect was first revealed and equipped in vehicles in 2015. In fact, FCA issued the first communication to dealers regarding the UConnect Defect on in August of 2016, well in advance of the Class Vehicles being offered for sale on the market.

81. Based on publicly available information, these are the relevant TSBs, manufacturer communications and/or recalls issued by FCA in chronological order:

(a) August 31, 2016, GPOP – Issue Review System for Part Number 682271688A\$ for: Rear Seat Entertainment System Video Routing Module, requiring a check of the software in the radio head unit prior to replacing the Video Routing Module.

(b) June 28, 2017, GPOP – Issue Review System 9003749 for: requesting that prior to replacing a UConnect for lock up, blank screen, or no sound, to perform a vehicle battery test.

(c) February 1, 2017, Service Bulletin 08-007-17 REV.A for, among other things: radio resetting, radio controls and

1 touchscreen freezing up or becomes inoperative, rear view  
2 camera does not display on screen, inaccurate location of  
3 vehicle on the navigation screen, map screen does not return  
4 after rear view camera clears, navigation GPS not available,  
5 no sound or navigation when the radio is in customer mode,  
6 when making an SOS call the display shoes the vehicle phone  
7 has no service during a good signal strength, etc. Provides a  
8 software update to address.

9 (d) May 4, 2017, Service Bulletin 08-007-17 REV.B for, among  
10 other things: radio resetting, radio controls and touchscreen  
11 freezing up or becomes inoperative, rear view camera does  
12 not display on screen, inaccurate location of vehicle on the  
13 navigation screen, map screen does not return after rear view  
14 camera clears, navigation GPS not available, no sound or  
15 navigation when the radio is in customer mode, when making  
16 an SOS call the display shows the vehicle phone has no  
17 service during a good signal strength, etc. Provides a  
18 software update to address.

19 (e) May 12, 2017, Service Bulletin 08-007-17 REV.C for,  
20 among other things: radio resetting, radio controls and  
21 touchscreen freezing up or becomes inoperative, rear view  
22 camera does not display on screen, inaccurate location of  
23 vehicle on the navigation screen, map screen does not return  
24 after rear view camera clears, navigation GPS not available,  
25 no sound or navigation when the radio is in customer mode,  
26 when making an SOS call the display shoes the vehicle phone  
27 has no service during a good signal strength, etc. Provides a  
28 software update to address.

1 (f) August 10, 2017, Service Bulletin 08-007-17 REV.E for,  
2 among other things: radio resetting, radio controls and  
3 touchscreen freezing up or becomes inoperative, rear view  
4 camera does not display on screen, inaccurate location of  
5 vehicle on the navigation screen, map screen does not return  
6 after rear view camera clears, navigation GPS not available,  
7 no sound or navigation when the radio is in customer mode,  
8 when making an SOS call the display shoes the vehicle phone  
9 has no service during a good signal strength, etc. Provides a  
10 software update to address.

11 (g) September 8, 2017, Service Bulletin 08-007-17 REV.F for,  
12 among other things: Radio freezes and resets after start-up,  
13 navigation will not load when selected on the radio screen,  
14 rear view camera does not displace on the screen,  
15 applications not launching from the app screen, inaccurate  
16 location of the vehicle on navigation map, map screen does  
17 not return after rear view camera clears, not sound or  
18 navigation when the radio is in customer mode, when making  
19 an SOS call the display shows the vehicle phone has no  
20 service during a good signal strength, etc. Provides a  
21 software update to address.

22 (h) September 14, 2017, Service Bulletin 08-007-17 REV.G for,  
23 among other things: Radio freezes and resets after start-up,  
24 navigation will not load when selected on the radio screen,  
25 rear view camera does not displace on the screen,  
26 applications not launching from the app screen, inaccurate  
27 location of the vehicle on navigation map, map screen does  
28 not return after rear view camera clears, Navigation GPS not

1 available, when making an SOS call the display shows the  
2 vehicle phone has no service during a good signal strength,  
3 etc. Provides a software update to address.

4 (i) February 19, 2019, Service Bulletin 08-016-19 for, among  
5 other things: Warning chimes will not turn off, audio  
6 distortion, frozen menu bar, backup camera screen blank,  
7 radio control screen is blank or locked, radio resets  
8 intermittently, etc. Provides a software update to address.

9 (j) March 21, 2019, Service Bulletin 08-016-19 REV.A for,  
10 among other things: Warning chimes will not turn off, audio  
11 distortion, frozen menu bar, backup camera screen blank,  
12 radio control screen is blank or locked, radio resets  
13 intermittently, etc. Provides a software update to address.

14 (k) April 10, 2019, Service Bulletin 08-016-19 REV.B for,  
15 among other things: Warning chimes will not turn off, audio  
16 distortion, frozen menu bar, backup camera screen blank,  
17 radio control screen is blank or locked, radio resets  
18 intermittently, etc. Provides a software update to address.

19 (l) April 17, 2019, Service Bulletin 08-016-19 REV.C for,  
20 among other things: Warning chimes will not turn off, audio  
21 distortion, frozen menu bar, backup camera screen blank,  
22 radio control screen is blank or locked, radio resets  
23 intermittently, etc. Provides a software update to address.

24 (m) October 2, 2019, Service Bulletin 08-016-19 REV.D for,  
25 among other things: Warning chimes will not turn off, audio  
26 distortion, frozen menu bar, backup camera screen blank,  
27 radio control screen is blank or locked, radio resets  
28 intermittently, etc. Provides a software update to address.

(n) October 4, 2019, Service Bulletin 08-016-19 REV.E for, among other things: Warning chimes will not turn off, audio distortion, frozen menu bar, backup camera screen blank, radio control screen is blank or locked, radio resets intermittently, etc. Provides a software update to address.

(o) October 19, 2019, Service Bulletin 08-016-19 REV.F for, among other things: Audio distortion, frozen menu bar, backup camera screen blank, radio control screen is blank or locked, radio resets intermittently, etc. Provides a software update to address.

(p) May 15, 2019, GPOP – Issue Review System 9003710 for: single seat back screen not functional. Requires a check for DTCs in the Video Routing Monitor as well as verifications of connections to the screen before replacing parts.

(q) May 15, 2019, GPOP – Issue Review System 9003596 for: rear seat entertainment system video routing module. Providing steps required prior to replacement of the Video Routing Module when the rear screens re not functioning.

82. Importantly, these TSBs, manufacturer communications and/or recalls were not, and are not, disseminated to owners or prospective buyers.

83. Federal law requires automakers like FCA to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement (backed by criminal penalties) compelling the confidential disclosure of defects and related data by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See TREAD Act*, Pub. L. No. 106-414, 114 Stat.1800 (2000).

84. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id.*

1 Similarly, automakers monitor NHTSA databases for consumer complaints  
 2 regarding their automobiles as part of their ongoing obligation to identify potential  
 3 defects in their vehicles, including those which are safety-related. *Id.* Thus, FCA  
 4 knew or should have known of the many complaints about the UConnect Defect  
 5 logged by NHTSA Office of Defects Investigation (“ODI”). The content,  
 6 consistency, and disproportionate number of those complaints alerted, or should  
 7 have alerted, FCA to the UConnect Defect.

8 85. With respect solely to the Class Vehicles, the following are but a few  
 9 examples of the many complaints concerning the UConnect Defect which are  
 10 available through NHTSA’s website, [www.safercar.gov](http://www.safercar.gov). Many of the complaints  
 11 reveal that FCA, through its network of dealers and repair technicians, has been  
 12 made aware of the UConnect Defect. In addition, the complaints indicate that  
 13 despite having knowledge of the UConnect Defect and even armed with knowledge  
 14 of the exact vehicles affected, FCA often refused to diagnose the defect or otherwise  
 15 attempt to repair it while Class Vehicles were still under warranty. When FCA did  
 16 attempt repairs, it merely replaced the UConnect with a similarly defective  
 17 UConnect.

18  
 19 Date of Complaint: March 7, 2018  
 20 Date of Incident: March 1, 2018  
 21 NHTSA ID No.: 11076628  
 VIN: 2C4RC1GG1HR\*\*\*\*  
 Vehicle Type: 2017 Chrysler Pacifica

22 LEASED A NEW PACIFICA A FEW MONTHS AGO. AROUND  
 23 THE END OF FEBRUARY THE VEHICLE STALLED WHILE  
 24 PARKED. THEN WHILE STARTING UP THE VEHICLE IN  
 MARCH THE VEHICLE INFORMATION SYSTEM SCREEN  
 SHUT OFF FOR NO REASON, THIS INCLUDED SENSORS,  
 BACK UP CAMERAS , NAV , CLIMATE, RADIO ETC.

25 Date of Complaint: December 29, 2017  
 26 Date of Incident: October 14, 2017  
 27 NHTSA ID No.: 11057493  
 VIN: 2C4RC1GG0HR\*\*\*\*  
 Vehicle Type: 2017 Chrysler Pacifica

28 THE UCONNECT ENTERTAINMENT SYSTEM WILL ALSO  
 MALFUNCTION FROM TIME TO TIME. SEVERAL SOFTWARE

1 UPDATES HAVE BEEN INITIATED, ADDRESSING WINDOW  
2 AND TRANSMISSION CONCERNS ACCORDING TO THE  
3 DEALERSHIP'S SERVICE DEPARTMENT. YET, THE VEHICLE  
4 DOES NOT FUNCTION PROPERLY, WHERE IDLE AND  
5 TRANSMISSION FUNCTIONING OFTEN APPEARS  
6 COMPROMISED (ROUGH IDLE, ROUGH SHIFTING, SUDDEN  
7 RPM INCREASES AND ACCELERATION BURSTS WHEN  
8 SHIFTING FROM REVERSE TO DRIVE). I FEAR THIS CAR IS  
9 NOT SAFE FOR MY WIFE AND THREE YOUNG CHILDREN.

10 Date of Complaint: September 20, 2017  
11 Date of Incident: September 6, 2017  
12 NHTSA ID No.: 11024613  
13 VIN: 2C4RC1BG6HR \*\*\*\*  
14 Vehicle Type: 2017 Chrysler Pacifica

15 AFTER FOLLOWING GIVEN INSTRUCTIONS MY RADIO  
16 UCONNECT SYSTEM HAS BECOME NONFUNCTIONAL

17 I HAVE BEEN TOLD BY THE MANUFACTURER I HAVE TO  
18 WAIT FOR AN UPDATE OR A FIX. IT HAS BEEN OVER A  
19 WEEK ALREADY...UPDATED 10/25/17 \*BF

20 Date of Complaint: August 17, 2017  
21 Date of Incident: July 1, 2017  
22 NHTSA ID No.: 11016084  
23 VIN: N/A  
24 Vehicle Type: 2017 Chrysler Pacifica

25 MY TOUCH SCREEN IS UNRESPONSIVE THREE FOURTHS OF  
26 THE TIME THAT I TRY IT. YOU ARE GOING TO MAKE ME PUT  
27 A SPECIFIC DATE HERE BUT THAT DOES NOT APPLY  
28 BECAUSE IT'S BEEN SINCE THE BEGINNING AND HERE I AM  
AND IT RIGHT NOW AND IT'S DOING IT AGAIN.

1 Date of Complaint: August 19, 2017  
2 Date of Incident: August 1, 2017  
3 NHTSA ID No.: 11120139  
4 VIN: 2C3CCABG1HH\*\*\*\*  
5 Vehicle Type: 2017 Chrysler 300

6 LREAR CAMERA LOCKS UP ON SCREEN AND YOU CAN NOT  
7 DO ANYTHING WITH COMPUTER,VEHICLE MUST BE  
8 TURNED OFF AND RESTARTED

9 Date of Complaint: July 10, 2017  
10 Date of Incident: April 4, 2017  
11 NHTSA ID No.: 11004078  
12 VIN: 2C4RC1EG5HR\*\*\*\*  
13 Vehicle Type: 2017 Chrysler Pacifica

14 TL\* THE CONTACT OWNS A 2017 CHRYSLER PACIFICA. THE  
15 CONTACT STATED THAT THE BACK UP CAMERA DID NOT  
16 CEASE TO FUNCTION EVEN AFTER BEING SHIFTED INTO  
17 DRIVE. THE FAILURE OCCURRED INTERMITTENTLY. THE  
18 VEHICLE WAS TAKEN TO THE ROUTE 1 CHRYSLER DEALER,  
19 BUT THE FAILURE COULD NOT BE DUPLICATED. THE



1 MANUFACTURER WAS NOTIFIED OF THE FAILURE AND  
 2 STATED THAT NOTHING COULD BE DONE. THE  
 3 MANUFACTURER INSTRUCTED THE CONTACT TO STOP  
 4 CALLING AND PROVIDED CASE NUMBER: 31318899. THE  
 5 FAILURE MILEAGE WAS APPROXIMATELY 16,000.

### 6 **Customer Complaints on Third-Party Websites**

7 86. Consumers similarly complained about the defect on various online  
 8 forums. Below are some examples.

- 9 • Over the air uconnect update caused the radio to freeze. As a result,  
 10 the uconnect console screen is frozen or rather flashes the  
 11 Chrysler/Sirius logo constantly. This “update” disabled  
 12 radio/Bluetooth/electronic controls/navigational/functions. Chrysler  
 13 says it sent a “fix” to the dealer. The dealer says it has not received it.  
 I am in an endless loop.  
 I have been driving for weeks without a radio or handsfree or  
 14 navigational assistance. I use my phone as a “substitute”. I need to  
 15 trade this car in. for all the nice features of a large car, I never would  
 16 have leased it without radio functions.” (Complaint posted to  
 17 CarComplaints.com dated September 8, 2017).
- 18 • “Our theater system has not worked properly since we purchased the  
 19 new vehicle the new vehicle 4 months ago. The car is at the dealership  
 20 for repair, but the software patches have not worked and have  
 21 corrupted the entire system. Chrysler does not know how to fix the  
 22 problem or what is causing the issue. My brand new \$50,000+ vehicle  
 23 has been sitting at the dealership with no expectation on when the  
 24 problem will be fixed. (Complaint posted to CarComplaints.com dated  
 25 April 27, 2018).
- 26 • “On numerous occasions the navigation screen would go black or  
 27 freeze up. On multiple occasions the uconnect theater would not work.  
 28 Everytime we took it to the dealership said it was fine and didn’t need  
 investigate the issue. Recently, we went to the store and made several  
 stops at different stores on our last stop the van would not recognize  
 the keys. We couldn’t lock or unlock the van. I had to pull out the  
 emergency key to get into the van. Once inside the van didn’t  
 recognize the keys. I ended up having to google the issue for a work  
 around to get home. The entire ride there was a display stating that the  
 key was not in the vehicle. We made one more stop and then left the van  
 running. Ten minutes later it recognized the key and a uconnect started  
 working again. The van is a 2018 and less than a year old. This is  
 unacceptable for a new vehicle. (Complaint posted to  
 CarComplaints.com dated January 31, 2019).
- “Two wonky situations with Uconnect Theater:  
 1. The screen displays the backup camera while driving forward under  
 16/17 MPH then switches to the blue “X” screen of death above 16/17  
 MPH. It will flip back and forth depending on the speed driven. The  
 touchscreen is unusable in this condition. Nothing seems to fix the  
 issue except stopping/turning off the van. No pattern as to why this

situation occurs.

2. If a DVD/bluray is in the van while parked then the van is started while the movie continues to play, shortly thereafter, the head-unit displays the blue "x" screen of death. Nothing seems to fix the issue except stopping/turning off the van.

It feels like it's a software issue that can be fixed with a bug fix update. Asked about this with two different dealers and they both give the same shoulder shrug." (Complaint posted to CarComplaints.com dated April 18, 2019.).

- "Technology-wise I give it 2 stars. The screen interface is just ok, it's main issue is glitches. The backup camera would not work from time to time, volume would get stuck, screens would jump back and forth, sometimes the entire interface will simply reset itself mid-drive. Talk about distraction." (Complaint posted to kbb.com dated April 20, 2019).
- "Backup camera is completely black 90% of the time. The rest of the time it works great. Just paid \$125 for a diagnostic by the dealer. Dealer says we need a new camera and wiring harness. Cost is about \$650 plus tax. Has anybody been here? Thanks, pt." (Complaint posted to <https://www.pacificaforums.com/threads/backup-camera-failure.43955/>).
- "This morning was the second time now that our uconnect screen has gone somewhat berserk and won't respond to touch. It just quickly flashes continuously through each of the screens (radio, climate, phone, settings, etc) and won't stop. We've tried turning the screen off, but it just automatically turns itself back on and continues the flashing. We've tried resetting the system and that didn't stop it either. We have to turn the car off completely to get it to stop. When this happens when you're in the middle of a commute, it's extremely frustrating and distracting. Has anyone else experienced this?" (Complaint posted to <https://www.pacificaforums.com/threads/uconnect-flashes-through-screens-uncontrollably.21129/#post-272665>).
- "Hi All  
My 2018 Pacifica Limited is 10 days old (new) and since last night the Uconnect screen has been going on and off in 30 seconds cycles. When it's off, I have no backup camera, no Bluetooth phone connection, no media/radio etc. That's not a nice welcome to a new car  
Anyone had this?" (Complaint posted to <https://www.pacificaforums.com/threads/uconnect-8-4-crashing.30458/#post-399490> on February 11, 2018).
- "I have a 2018 pacifica and the rearview camera doesn't show when in reverse. Not sure if there is a glitch or a software update that I'm missing?" (Complaint posted to <https://www.pacificaforums.com/threads/rearview-camera-not-working.40177/> on September 26, 2018).

87. FCA had superior and exclusive knowledge of the UConnect Defect and knew or should have known that the defect was not known or reasonably discoverable by Plaintiffs and Class Members before they purchased or leased the

1 Class Vehicles.

2 88. Plaintiffs are informed and believe, and based thereon allege, that  
3 before Plaintiffs purchased their respective Class Vehicles, and since early 2015,  
4 FCA knew about the UConnect Defect through sources not available to consumers,  
5 including pre-release testing data, early consumer complaints to FCA and its  
6 dealers, testing conducted in response to those consumer complaints, high failure  
7 rates of the UConnect, the data demonstrating the inordinately high volume of  
8 replacement part sales, and other aggregate data from FCA dealers about the  
9 problem.

10 89. FCA is experienced in the design and manufacture of consumer  
11 vehicles. As an experienced manufacturer, FCA conducts tests, including pre-sale  
12 durability testing, on incoming components, including the UConnect, to verify the  
13 parts are free from defect and align with FCA's specifications.<sup>18</sup> Thus, FCA knew  
14 or should have known the UConnect was defective and prone to put drivers in  
15 dangerous situations due to the inherent risk of the UConnect Defect failing and  
16 causing the backup camera, navigation, or phone connectivity to be compromised  
17 or fail.

18 90. Additionally, Defendant should have learned of this widespread defect  
19 from the sheer number of reports received from dealerships. Defendant FCA's  
20 customer relations department, which interacts with individual dealerships to  
21 identify potential common defects, received numerous reports regarding the  
22 UConnect Defect, which led to the release of the aforementioned TSBs,  
23 manufacturer communications and/or recalls.

24 91. FCA's customer relations department also collects and analyzes field  
25 data including, but not limited to, repair requests made at dealerships, technical  
26 reports prepared by engineers who have reviewed vehicles for which warranty

27 <sup>18</sup> Akweli Parker, *How Car Testing Works*, HOWSTUFFWORKS.COM,  
28 <http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm>  
("The idea behind car testing is that it allows manufactures to work out all the kinks and potential  
problems of a model before it goes into full production.") (last viewed June 5, 2019).

1 coverage is being requested, parts sales reports, and warranty claims data.

2 92. Defendant's warranty department similarly analyzes and collects data  
3 submitted by its dealerships to identify warranty trends in its vehicles. It is  
4 Defendant's policy that when a repair is made under warranty the dealership must  
5 provide FCA with detailed documentation of the problem and a complete disclosure  
6 of the repairs employed to correct it. Dealerships have an incentive to provide  
7 detailed information to Defendant, because they will not be reimbursed for any  
8 repairs unless the justification for reimbursement is sufficiently detailed.

9 93. The existence of the UConnect Defect is a material fact that a  
10 reasonable consumer would consider when deciding whether to purchase or lease a  
11 Class Vehicle. No consumer would have reason to search for the UConnect Defect  
12 in any publicly available resources. Nor should they as they reasonably rely on FCA  
13 to either disclose the defect, or sell a vehicle without the UConnect Defect, as FCA  
14 is obligated to do by law. Further, even had consumers searched for problems with  
15 the UConnect, FCA itself has never publicly or affirmatively disclosed the  
16 UConnect Defect. Instead, FCA repeatedly told consumers that there was no defect,  
17 that it had repaired the UConnect Defect, or that it was unable to duplicate the  
18 Defect. Had Plaintiffs and other Class Members known of the UConnect Defect,  
19 they would have paid less for the Class Vehicles or would not have purchased or  
20 leased them.

21 94. Reasonable consumers, like Plaintiffs, expect that a vehicle's  
22 UConnect is safe, will function in a manner that will not pose a safety risk, and is  
23 free from defects. Plaintiffs and Class Members further reasonably expect that FCA  
24 will not sell or lease vehicles with known safety defects, such as the UConnect  
25 Defect, and will disclose any such defects to its consumers when it learns of them.  
26 They did not expect FCA to conceal and fail to disclose the UConnect Defect to  
27 them, and to then continually deny its existence.

**FCA Has Actively Concealed the UConnect Defect**

95. Despite its knowledge of the UConnect Defect in the Class Vehicles, FCA actively concealed the existence and nature of the defect from Plaintiffs and Class Members. Specifically, FCA failed to disclose or actively concealed at and after the time of purchase, lease, or repair:

- (a) any and all known material defects or material nonconformity of the Class Vehicles, including the defects pertaining to the UConnect;
- (b) that the Class Vehicles, including the UConnect, were not in good in working order, were defective, and were not fit for their intended purposes; and
- (c) that the Class Vehicles and the UConnect were defective, despite the fact that FCA learned of such defects as early as early 2015.

96. When consumers present their Class Vehicles to an authorized FCA dealer for UConnect repairs, rather than repair the problem under warranty, FCA dealers either inform consumers that their vehicles are functioning properly or conduct repairs that merely mask the UConnect Defect.

97. FCA has caused Class Members to expend money at its dealerships to diagnose, repair or replace the Class Vehicles' UConnect and/or related components, despite FCA's knowledge of the UConnect Defect.

**FCA Has Unjustly Retained A Substantial Benefit**

98. On information and belief, Plaintiffs allege that Defendant unlawfully failed to disclose the alleged defect to induce them and other putative Class Members to purchase or lease the Class Vehicles.

99. Plaintiffs further allege that Defendant thus engaged in deceptive acts or practices pertaining to all transactions involving the Class Vehicles, including Plaintiffs'.

100. As discussed above therefore, Plaintiffs allege that Defendant unlawfully induced them to purchase their respective Class Vehicles by concealing a material fact (the defective UConnect) and that they would have paid less for the Class Vehicles, or not purchased them at all, had they known of the defect.

101. Accordingly, Defendant's ill-gotten gains, benefits accrued in the form of increased sales and profits resulting from the material omissions that did - and likely will continue to - deceive consumers, should be disgorged.

### CLASS ACTION ALLEGATIONS

102. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others similarly situated as members of the proposed Class pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

103. The Class and Sub-Classes are defined as:

**Class:** All persons in California who purchased or leased any 2017-2019 Chrysler Pacifica or Chrysler 300 Vehicles equipped with FCA US LLC's "UConnect" infotainment system ("Class Vehicles") designed, manufactured, marketed, distributed, sold, warranted, and/or serviced by FCA US, LLC.

**CLRA Sub-Class:** All members of the California Sub-Class who are "consumers" within the meaning of California Civil Code § 1761(d).

**Implied Warranty Sub-Class:** All members of the Class who purchased or leased their Class Vehicles in the State of California.

104. Excluded from the Class and Sub-Classes are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; (3) any Judge sitting in the presiding state and/or federal court system who may hear an appeal of any judgment entered; and (4) those persons who have suffered personal injuries as a result of the facts alleged



1 herein. Plaintiffs reserve the right to amend the Class and Sub-Class definitions if  
2 discovery and further investigation reveal that the Class and Sub-Class should be  
3 expanded or otherwise modified.

4 105. Numerosity: Although the exact number of Class Members is  
5 uncertain, and can only be ascertained through appropriate discovery, the number  
6 is significant enough, well into the multiple thousands or hundreds of thousands,  
7 such that joinder is impracticable. The disposition of the claims of these Class  
8 Members in a single action will provide substantial benefits to all parties and to the  
9 Court. The Class Members are readily identifiable from information and records in  
10 Defendant's possession, custody, or control, as well as from records kept by the  
11 Department of Motor Vehicles.

12 106. Typicality: Plaintiffs' claims are typical of the claims of the Class in  
13 that Plaintiffs, like all Class Members, purchased or leased a Class Vehicle  
14 designed, manufactured, and distributed by FCA. The representative Plaintiffs, like  
15 all Class Members, have been damaged by Defendant's misconduct in that they  
16 have incurred or will incur the cost of repairing or replacing the defective UConnect  
17 and/or its components. Furthermore, the factual bases of FCA's misconduct are  
18 common to all Class Members and represent a common thread resulting in injury to  
19 the Class.

20 107. Commonality: There are numerous questions of law and fact common  
21 to Plaintiffs and the Class that predominate over any question affecting Class  
22 Members individually. These common legal and factual issues include the  
23 following:

- 24 (a) Whether Class Vehicles suffer from defects relating to the  
25 Uconnect system;  
26 (b) Whether the defects relating to the Uconnect system constitute  
27 an unreasonable safety risk;  
28 (c) Whether Defendant knew about the defects pertaining to the



1 UConnect and, if so, how long Defendant has known of the  
2 defect;

3 (d) Whether the defective nature of the UConnect constitutes a  
4 material fact;

5 (e) Whether Defendant has had an ongoing duty to disclose the  
6 defective nature of the Uconnect system to Plaintiffs and Class  
7 Members;

8 (f) Whether Plaintiffs and the other Class Members are entitled to  
9 equitable relief, including a preliminary and/or a permanent  
10 injunction;

11 (g) Whether Defendant knew or reasonably should have known of  
12 the defects pertaining to the Uconnect system before it sold and  
13 leased Class Vehicles to Class Members;

14 (h) Whether Defendant should be declared financially responsible  
15 for notifying the Class Members of problems with the Class  
16 Vehicles and for the costs and expenses of repairing and  
17 replacing the defective Uconnect system and/or its components;

18 (i) Whether Defendant is obligated to inform Class Members of  
19 their right to seek reimbursement for having paid to diagnose,  
20 repair, or replace their defective Uconnect systems and/or its  
21 components;

22 (j) Whether Defendant breached the implied warranty of  
23 merchantability pursuant to the Magnuson-Moss Warranty Act;

24 (k) Whether Defendant breached the implied warranty of  
25 merchantability pursuant to the Song-Beverly Act

26 (l) Whether Defendant breached its express warranties; and

27 (m) Whether Defendant breached written warranties pursuant to the  
28 Magnuson-Moss Warranty Act.

108. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of the Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and Plaintiffs intend to vigorously prosecute this action.

109. Predominance and Superiority: Plaintiffs and Class Members have all suffered, and will continue to suffer, harm and damages as a result of Defendant's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendant's misconduct. Absent a class action, Class Members will continue to incur damages, and Defendant's misconduct will continue unabated without remedy or relief. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that it will conserve the resources of the courts and the litigants and promote consistency and efficiency of adjudication.

### **FIRST CAUSE OF ACTION**

#### **(Violation of California's Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.*) (On Behalf of the CLRA Sub-Class)**

110. Plaintiffs incorporate by reference all other allegations contained in the other paragraphs of this Complaint.

111. Plaintiffs bring this cause of action on behalf of themselves and the CLRA Sub-Class (CLRA Sub-Class).

112. Defendant is a "person" as defined by California Civil Code § 1761(c).

113. Plaintiffs and the CLRA Sub-Class members are "consumers" within

1 the meaning of California Civil Code § 1761(d) because they purchased their Class  
2 Vehicles primarily for personal, family, or household use.

3 114. By failing to disclose and concealing the defective nature of the  
4 UConnect from Plaintiffs and prospective CLRA Sub-Class members, Defendant  
5 violated California Civil Code § 1770(a), as it represented that the Class Vehicles  
6 and their UConnect had characteristics and benefits that they do not have, and  
7 represented that the Class Vehicles and their UConnect were of a particular  
8 standard, quality, or grade when they were of another. *See* Cal. Civ. Code §§  
9 1770(a)(5) & (7).

10 115. Defendant's unfair and deceptive acts or practices occurred repeatedly  
11 in Defendant's trade or business, were capable of deceiving a substantial portion of  
12 the purchasing public and imposed a serious safety risk on the public.

13 116. Defendant knew that the Class Vehicles and their UConnect suffered  
14 from an inherent defect, were defectively designed, and were not suitable for their  
15 intended use.

16 117. As a result of their reliance on Defendant's omissions, owners and/or  
17 lessees of the Class Vehicles, including Plaintiffs, suffered an ascertainable loss of  
18 money, property, and/or value of their Class Vehicles. Additionally, as a result of  
19 the UConnect Defect, Plaintiffs and the CLRA Sub-Class members were harmed  
20 and suffered actual damages in that the Class Vehicles' UConnect and its  
21 components are substantially certain to fail before their expected useful life has run.

22 118. Defendant was under a duty to Plaintiffs and the CLRA Sub- Class  
23 members to disclose the defective nature of the UConnect and/or the associated  
24 repair costs because:

- 25 (a) Defendant was in a superior position to know the true state of  
26 facts about the safety defect in the Class Vehicles' UConnect;  
27 (b) Plaintiffs and the CLRA Sub-Class members could not  
28 reasonably have been expected to learn or discover that their

1 UConnect had a dangerous safety defect until it manifested; and  
2 (c) Defendant knew that Plaintiffs and the CLRA Sub-Class  
3 members could not reasonably have been expected to learn of or  
4 discover the safety defect.

5 119. In failing to disclose the defective nature of UConnect, Defendant  
6 knowingly and intentionally concealed material facts and breached its duty not to  
7 do so.

8 120. The facts Defendant concealed from or failed to disclose to Plaintiffs  
9 and the CLRA Sub-Class members are material in that a reasonable consumer  
10 would have considered them to be important in deciding whether to purchase or  
11 lease the Class Vehicles or pay less. Had Plaintiffs and the CLRA Sub-Class  
12 members known that the Class Vehicles' UConnect was defective, they would not  
13 have purchased or leased the Class Vehicles or would have paid less for them.

14 121. Plaintiffs and the CLRA Sub-Class members are reasonable consumers  
15 who do not expect the UConnect installed in their vehicles to exhibit problems such  
16 as the UConnect Defect. This is the reasonable and objective consumer expectation  
17 relating to a vehicle's UConnect.

18 122. As a result of Defendant's conduct, Plaintiffs and the CLRA Sub-Class  
19 members were harmed and suffered actual damages in that, on information and  
20 belief, the Class Vehicles experienced and will continue to experience problems  
21 such as the UConnect Defect.

22 123. As a direct and proximate result of Defendant's unfair or deceptive acts  
23 or practices, Plaintiffs and the CLRA Sub-Class members suffered and will continue  
24 to suffer actual damages.

25 124. Plaintiffs and the CLRA Sub-Class members are entitled to equitable  
26 relief.

27 125. Plaintiffs provided Defendant with notice of its violations of the CLRA  
28 pursuant to California Civil Code § 1782(a). Defendant has to date failed to provide

1 appropriate relief for their violations of the CLRA. Accordingly, Plaintiffs seek  
2 monetary, compensatory, and punitive damages, in addition to injunctive and  
3 equitable relief.

## 4 **SECOND CAUSE OF ACTION**

### 5 **(Breach of Implied Warranty Pursuant to Song-Beverly**

### 6 **Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)**

### 7 **(On Behalf of the Implied Warranty Sub-Class)**

8 126. Plaintiffs incorporate by reference the allegations contained in the  
9 other paragraphs of this Complaint.

10 127. Plaintiffs bring this cause of action against Defendant on behalf of  
11 themselves and the Implied Warranty Sub-Class (IW Sub-Class).

12 128. Defendant was at all relevant times the manufacturer, distributor,  
13 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to  
14 know of the specific use for which the Class Vehicles were purchased or leased.

15 129. Defendant provided Plaintiffs and the Implied Warranty Sub-Class  
16 members with an implied warranty that the Class Vehicles and their components  
17 and parts are merchantable and fit for the ordinary purposes for which they were  
18 sold. However, the Class Vehicles are not fit for their ordinary purpose of providing  
19 reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles  
20 and their UConnect suffered from an inherent defect at the time of sale and  
21 thereafter and are not fit for their particular purpose of providing safe and reliable  
22 transportation.

23 130. Defendant impliedly warranted that the Class Vehicles were of  
24 merchantable quality and fit for their intended use. This implied warranty included,  
25 among other things: (i) a warranty that the Class Vehicles and their UConnect,  
26 which were manufactured, supplied, distributed, and/or sold by FCA, would provide  
27 safe and reliable transportation; and (ii) a warranty that the Class Vehicles and their  
28 UConnect would be fit for their intended use.

1           131. Contrary to the applicable implied warranties, the Class Vehicles and  
2 their UConnect at the time of sale and thereafter were not fit for their ordinary and  
3 intended purpose of providing Plaintiffs and the IW Sub-Class members with  
4 reliable, durable, and safe transportation. Instead, the Class Vehicles are defective,  
5 including the defective UConnect.

6           132. The alleged UConnect Defect is inherent and was present in each Class  
7 Vehicle at the time of sale.

8           133. As a result of Defendant's breach of the applicable implied warranties,  
9 owners and/or lessees of the Class Vehicles suffered an ascertainable loss of money,  
10 property, and/or value of their Class Vehicles. Additionally, as a result of the  
11 UConnect Defect, Plaintiffs and the IW Sub-Class members were harmed and  
12 suffered actual damages in that the Class Vehicles' UConnect and/or its components  
13 are substantially certain to fail before their expected useful life has run.

14           134. Defendant's actions, as complained of herein, breached the implied  
15 warranty that the Class Vehicles were of merchantable quality and fit for such use  
16 in violation of California Civil Code §§ 1792 and 1791.1.

17                           **THIRD CAUSE OF ACTION**

18                   **(Violation of California Business & Professions Code § 17200, *et seq.*)**

19                           **(On Behalf of the Class)**

20           135. Plaintiffs incorporate by reference the allegations contained in the  
21 other paragraphs of this Complaint.

22           136. Plaintiffs bring this cause of action on behalf of themselves and the  
23 Class.

24           137. As a result of their reliance on Defendant's omissions, owners and/or  
25 lessees of the Class Vehicles, including Plaintiffs, suffered an ascertainable loss of  
26 money, property, and/or value of their Class Vehicles. Additionally, as a result of  
27 the UConnect Defect, Plaintiffs and the Class members were harmed and suffered  
28 actual damages in that the Class Vehicles' UConnect and/or its components are

1 substantially certain to fail before their expected useful life has run.

2 138. California Business & Professions Code § 17200 prohibits acts of  
3 “unfair competition,” including any “unlawful, unfair or fraudulent business act or  
4 practice” and “unfair, deceptive, untrue or misleading advertising.”

5 139. Plaintiffs and the Class members are reasonable consumers who do not  
6 expect their UConnect to exhibit problems such as freezing, loss of back up camera  
7 functionality, loss of navigations, black screens, repeated unintentional reboots, and  
8 general lack of operation.

9 140. Defendant knew the Class Vehicles and their UConnect were  
10 defectively designed or manufactured, would fail prematurely, and were not suitable  
11 for their intended use.

12 141. In failing to disclose the UConnect Defect, Defendant has knowingly  
13 and intentionally concealed material facts and breached its duty not to do so.

14 142. Defendant was under a duty to Plaintiffs and the Class members to  
15 disclose the defective nature of the Class Vehicles and their UConnect because:

16 (a) Defendant was in a superior position to know the true state of  
17 facts about the safety defect in the Class Vehicles’ UConnect;  
18 and

19 (b) Defendant actively concealed the defective nature of the Class  
20 Vehicles and their UConnect from Plaintiffs and the Class.

21 143. The facts Defendant concealed from or failed to disclose to Plaintiffs  
22 and the Class members are material in that a reasonable person would have  
23 considered them to be important in deciding whether to purchase or lease Class  
24 Vehicles. Had they known of the UConnect Defect, Plaintiffs and the other Class  
25 members would have paid less for Class Vehicles equipped with the UConnect or  
26 would not have purchased or leased them at all.

27 144. Defendant continued to conceal the defective nature of the Class  
28 Vehicles and their UConnect even after Plaintiffs and the other Class members



1 began to report problems.

2 145. Defendant's conduct was and is likely to deceive consumers.

3 146. Defendant's acts, conduct, and practices were unlawful, in that they  
4 constituted:

- 5 (a) Violations of California's Consumers Legal Remedies Act;
- 6 (b) Violations of the Song-Beverly Consumer Warranty Act,  
7 including California Civil Code §§ 1792 and 1791.1.;
- 8 (c) Violations of the Magnuson-Moss Warranty Act; and
- 9 (d) Breach of Express Warranty under California Commercial Code  
10 § 2313.

11 147. Defendant's acts, conduct, and practices were unfair because:

- 12 (a) the harm to consumers far outweighs the utility of Defendant's  
13 conduct, which is solely to increase Defendant's profits at the  
14 expense of consumers;
- 15 (b) consumers could not reasonably avoid harm, as they are  
16 unaware of the UConnect Defect prior to purchase; and
- 17 (c) public policy, as set forth in California's Consumers Legal  
18 Remedies Act, Song-Beverly Consumer Warranty Act, and  
19 Magnuson-Moss Warranty Act, favors consumer protection  
20 from Defendant's specific conduct described herein.

21 148. By its conduct, Defendant has engaged in unfair competition and  
22 unlawful, unfair, and fraudulent business practices.

23 149. Defendant's unfair or deceptive acts or practices occurred repeatedly  
24 in Defendant's trade or business and were capable of deceiving a substantial portion  
25 of the purchasing public.

26 150. As a direct and proximate result of Defendant's unfair and deceptive  
27 practices, Plaintiffs and the other Class members have suffered and will continue to  
28 suffer actual damages.

1           151. Defendant has been unjustly enriched and should be required to make  
2 restitution to Plaintiffs and the other Class members pursuant to §§ 17203 and 17204  
3 of the Business & Professions Code.

4                           **FOURTH CAUSE OF ACTION**

5                   **(Breach of Written Warranty under the Magnuson-Moss Warranty Act,**

6                                   **15 U.S.C. § 2303 *et seq.*)**

7                                   **(On Behalf of the Class)**

8           152. Plaintiffs incorporate by reference the allegations contained in the  
9 other paragraphs of this Complaint.

10          153. Plaintiffs bring this cause of action on behalf of themselves and on  
11 behalf of the Class against Defendant.

12          154. Defendant provided all purchasers and lessees of the Class Vehicles  
13 with an express warranty described *infra*, which became a material part of the  
14 bargain. Accordingly, Defendant's express warranty is an express warranty under  
15 state law.

16          155. The UConnect and its component parts were manufactured and/or  
17 installed in the Class Vehicles by Defendant and are covered by the express  
18 warranty.

19          156. In a section entitled "What's Covered," Defendant's express warranty  
20 provides in relevant part that "The Basic Limited Warranty covers the cost of all  
21 parts and labor needed to repair any item on your vehicle when it left the  
22 manufacturing plant that is defective in material, workmanship or factory  
23 preparation." The warranty further provides that "You pay nothing for these repairs.  
24 These warranty repairs or adjustments—including all parts and labor connected  
25 with them—will be made by your dealer at no charge, using new or remanufactured  
26 parts."

27          157. According to FCA, "The Basic Limited Warranty lasts for 36 months  
28 from the date it begins or for 36,000 miles on the odometer, whichever occurs first."



1 other paragraphs of this Complaint.

2 164. Plaintiffs bring this cause of action on behalf of themselves and the  
3 Class against Defendant.

4 165. The Class Vehicles are a “consumer product” within the meaning of  
5 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

6 166. Plaintiffs and Class Members are “consumers” within the meaning of  
7 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

8 167. Defendant is a “supplier” and “warrantor” within the meaning of the  
9 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

10 168. FCA impliedly warranted that the Class Vehicles were of merchantable  
11 quality and fit for use. This implied warranty included, among other things: (i) a  
12 warranty that the Class Vehicles and their UConnect were manufactured, supplied,  
13 distributed, and/or sold by FCA would provide safe and reliable transportation; and  
14 (ii) a warranty that the Class Vehicles and their UConnect would be fit for their  
15 intended use while the Class Vehicles were being operated.

16 169. Contrary to the applicable implied warranties, the Class Vehicles and  
17 their UConnect at the time of sale and thereafter were not fit for their ordinary and  
18 intended purpose of providing Plaintiffs and Class members with reliable, durable,  
19 and safe transportation. Instead, the Class Vehicles are defective, including the  
20 defective design of their UConnect.

21 170. Defendant’s breach of implied warranties has deprived Plaintiffs and  
22 Class Members of the benefit of their bargain.

23 171. The amount in controversy of Plaintiffs’ individual claims meets or  
24 exceeds the sum or value of \$25,000.00. In addition, the amount in controversy  
25 meets or exceeds the sum or value of \$50,000.00 (exclusive of interests and costs)  
26 computed on the basis of all claims to be determined in this suit.

27 172. Defendant has been afforded a reasonable opportunity to cure its  
28 breach, including when Plaintiffs and Class members brought their vehicles in for

1 diagnoses and repair of the UConnect.

2 173. As a direct and proximate cause of Defendant's breach of implied  
3 warranties, Plaintiffs and Class members sustained and incurred damages and other  
4 losses in an amount to be determined at trial. Defendant's conduct damaged  
5 Plaintiffs and Class members, who are entitled to recover actual damages,  
6 consequential damages, specific performance, diminution in value, costs, attorneys'  
7 fees, and/or other relief as appropriate.

8 174. As a result of Defendant's violations of the Magnuson-Moss Warranty  
9 Act as alleged herein, Plaintiffs and Class members have incurred damages.

10 **SIXTH CAUSE OF ACTION**

11 **(For Unjust Enrichment)**

12 **(On Behalf of the Class)**

13 175. Plaintiffs incorporate by reference the allegations contained in the  
14 other paragraphs of this Complaint.

15 176. Plaintiffs bring this cause of action, in the alternative, on behalf of  
16 themselves and the Class.

17 177. As a direct and proximate result of Defendant's failure to disclose  
18 known defects, Defendant has profited through the sale and lease of the Class  
19 Vehicles. Although these vehicles are purchased through Defendant's agents, the  
20 money from the vehicle sales flows directly back to Defendant.

21 178. Additionally, as a direct and proximate result of Defendant's failure to  
22 disclose known defects in the Class Vehicles, Plaintiffs and Class Members have  
23 vehicles that require repeated, high-cost repairs that can and therefore have  
24 conferred an unjust substantial benefit upon Defendant.

25 179. Defendant has been unjustly enriched due to the known defects in the  
26 Class Vehicles through the use of money paid that earned interest or otherwise  
27 added to Defendant's profits when said money should have remained with Plaintiffs  
28 and Class Members.

1           180. As a result of the Defendant's unjust enrichment, Plaintiffs and Class  
2 Members have suffered damages.

3                                   **RELIEF REQUESTED**

4           181. Plaintiffs, on behalf of themselves and all others similarly situated,  
5 request the Court to enter judgment against Defendant, as follows:

- 6                   (a) An order certifying the proposed Class and Sub-Classes,  
7                   designating Plaintiffs as named representatives of the Class, and  
8                   designating the undersigned as Class Counsel;
- 9                   (a) A declaration that Defendant is financially responsible for  
10                  notifying all Class Members about the defective nature of the  
11                  UConnect, including the need for periodic maintenance;
- 12                  (b) An order enjoining Defendant from further deceptive  
13                  distribution, sales, and lease practices with respect to Class  
14                  Vehicles; compelling Defendant to issue a voluntary recall for  
15                  the Class Vehicles pursuant to 49 U.S.C. § 30118(a); compelling  
16                  Defendant to remove, repair, and/or replace the Class Vehicles'  
17                  defective UConnect and/or its components with suitable  
18                  alternative product(s) that do not contain the defects alleged  
19                  herein; enjoining Defendant from selling the Class Vehicles  
20                  with the misleading information; and/or compelling Defendant  
21                  to reform its warranty, in a manner deemed to be appropriate by  
22                  the Court, to cover the injury alleged and to notify all Class  
23                  Members that such warranty has been reformed;
- 24                  (c) A declaration requiring Defendant to comply with the various  
25                  provisions of the Song-Beverly Act alleged herein and to make  
26                  all the required disclosures as to the Uconnect Defect;
- 27                  (d) An award to Plaintiffs and the Class for compensatory,  
28                  exemplary, and statutory damages, including interest, in an



- 1 amount to be proven at trial;
- 2 (e) Any and all remedies provided pursuant to the Song-Beverly
- 3 Act, including California Civil Code section 1794;
- 4 (f) Any and all remedies provided pursuant to the Magnuson-Moss
- 5 Warranty Act;
- 6 (g) A declaration that Defendant must disgorge, for the benefit of
- 7 the Class, all or part of the ill-gotten profits it received from the
- 8 sale or lease of its Class Vehicles or make full restitution to
- 9 Plaintiffs and Class Members;
- 10 (h) An award of attorneys' fees and costs, as allowed by law;
- 11 (i) An award of attorneys' fees and costs pursuant to California
- 12 Code of Civil Procedure § 1021.5;
- 13 (j) An award of pre-judgment and post-judgment interest, as
- 14 provided by law;
- 15 (k) Leave to amend the Complaint to conform to the evidence
- 16 produced at trial; and
- 17 (l) Such other relief as may be appropriate under the circumstances.

18 **DEMAND FOR JURY TRIAL**

19 182. Pursuant to Federal Rule of Civil Procedure 38(b) and Central District  
20 of California Local Rule 38-1, Plaintiffs demand a trial by jury of all issues in this  
21 action so triable.

22 Dated: June 1, 2020

Respectfully submitted,  
CAPSTONE LAW APC

23  
24  
25 By: /s/ Tarek H. Zohdy  
Steven R. Weinmann  
Tarek H. Zohdy  
26 Cody R. Padgett  
27 Trisha K. Monesi  
28

HAFFNER LAW PC

By: /s/ Graham G. Lambert

Joshua H. Haffner

Graham G. Lambert

*Attorneys for Plaintiffs and*

*all others similarly situated*

Lawrence Deutsch, Esq.\*

Jeffrey Osterwise, Esq.\*

BERGER MONTAGUE PC

1818 Market Street, Suite 3600

Philadelphia, PA 19103

T: (215) 875-3062

F: (215) 875-4604

ldeutsch@bm.net

josterwise@bm.net

\* Admitted *pro hac vice*